



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

LLOYD W. PELLMAN
County Counsel

May 21, 2003

TDD
(213) 633-0901
TELEPHONE
(213) 974-1904
TELECOPIER
(213) 687-7300
E-MAIL
Lpellman@counsel.co.la.ca.us

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENTS WITH
GUARDIAN RECORDS MANAGEMENT LLC FOR
OFF-SITE STORAGE, RETRIEVAL AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached contract for off-site storage, retrieval and related services with Guardian Records Management LLC, effective July 1, 2003, for a three (3) year period with two (2) 1-year renewal options, a total contract period of no more than 5 years.
2. Delegate authority to the County Counsel to renew this contract for up to two (2) optional years, if the County Counsel, determines that renewal is warranted.

PURPOSE OF RECOMMENDED ACTION

The current agreement expires on June 30, 2003. The purpose of this action is to approve the attached contract which provides for off-site storage, retrieval and related services for the Office of the County Counsel.

JUSTIFICATION

The Office of the County Counsel presently contracts for off-site storage, retrieval and related services under an existing contract that is scheduled to expire on June 30, 2003. This recommended contract will replace the existing contract and is needed to continue providing off-site storage, retrieval and related services for County Counsel's legal staff.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendations are consistent with the principles of the Countywide Strategic Plan Goal #3 (Organizational Effectiveness) to ensure that service delivery systems are efficient, effective and goal-oriented.

FISCAL IMPACT

The total contract amount of \$129,600 has been appropriately budgeted for Fiscal Year 2003-2004.

With Board approval, the contract will commence on July 1, 2003, for a period of three (3) years. Upon mutual agreement of both parties, the contract shall be renewed automatically for two (2) additional twelve (12) month periods.

FINANCING

The recommended contract costs for off-site storage, retrieval and related services will be funded in the Office of the County Counsel's Fiscal Year 2003-2004 budget and will be appropriately budgeted for all subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract is exempt from the requirements of Los Angeles County Code Chapter 2.121 because the services are required on a part-time or intermittent basis. Guardian Records Management LLC has the resources and personnel to meet the Office of the County Counsel's off-site storage, retrieval and related services requirements.

The contract has been properly executed by the contractor and County Counsel has approved this contract as to form.

CONTRACTING PROCESS

The contracting process was accomplished through an open competitive bid and selection process. The Request for Proposal was advertised in seven (7) local newspapers and on the County Office of Small Business Web Site. Ten (10) firms responded and were sent the Request for Proposals. As of the submission deadline, County Counsel received one (1) proposal. The evaluation of the proposal was based on criteria outlined in the Request for Proposal that included experience, capability and price. Following the evaluation, Guardian Records Management LLC was awarded the contract.

The contract has a provision for a cost of living adjustment (COLA), and such provision is in accordance with the County's COLA policy adopted by your Board on Jan 29 2002.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the contract will not result in the displacement of any County employees, as the Department is presently contracting with the private sector for off-site storage, retrieval and related services.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

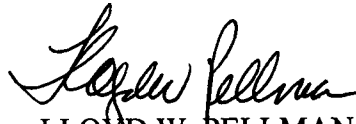
Not applicable.

Honorable Board of Supervisors
May 21, 2003
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CONCLUSION

Instruct the Chair to return a copy of the adopted Board letter and two (2) copies of the Agreement, containing original signatures, to the Office of the County Counsel's Administrative Services Bureau.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lloyd W. Pellman", written in a cursive style.

LLOYD W. PELLMAN
County Counsel

LWP:BJW:db

Attachment

c: David E. Janssen
Chief Administrative Officer

Violet Varona-Lukens, Executive-Officer
Board of Supervisors

J. Tyler McCauley
Auditor-Controller

AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
GUARDIAN RECORDS MANAGEMENT LLC
FOR
OFF-SITE STORAGE, RETRIEVAL AND RELATED SERVICES

MAY 22, 2003

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SERVICES AGREEMENT

This AGREEMENT is made and entered into at Los Angeles, California on _____ by and between

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
500 West Temple Street, Room 652
Room 652
Los Angeles, California 90012
("COUNTY")

AND

GUARDIAN RECORDS
MANAGEMENT LLC
2023 South Union Avenue
Los Angeles, California 90007
("CONTRACTOR")

Recitals

WHEREAS, COUNTY desires to contract for services provided by CONTRACTOR; and

WHEREAS, CONTRACTOR possesses the necessary skills, competence, and expertise and therefore, is qualified to perform the desired services;

NOW THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 Applicable Documents

Exhibits A, B, and C are attached to and incorporated herein as a part of this AGREEMENT. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the body of this AGREEMENT and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the AGREEMENT and then to the Exhibits according to the following priority:

Exhibit A – Statement of Work

Exhibit B – Standard Terms and Conditions

Exhibit C – Required Forms From Contractor

2.0 Entire Agreement

The body of this AGREEMENT, together with the Exhibits, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this AGREEMENT.

3.0 Period of Performance

The period of performance under the AGREEMENT shall commence July 1, 2003, after execution by the Los Angeles County Board of Supervisors, and shall continue for a period of three (3) years, unless it is earlier terminated by the COUNTY, pursuant to the provisions set forth in the AGREEMENT. The COUNTY shall have the option to extend the AGREEMENT term for up to two (2) additional one (1) year periods, for a maximum total AGREEMENT term of five (5) years.

4.0 Statement of Work

CONTRACTOR shall provide off-site storage, retrieval and related services in accordance with the requirements of the Statement of Work, Exhibit A.

5.0 Contract Costs

5.1 CONTRACTOR shall invoice the COUNTY monthly in arrears for services rendered at the monthly retainer rate of \$3,600. Any work performed by CONTRACTOR which is not authorized shall be a gratuitous effort for which the COUNTY shall have no obligation.

5.2 During the term of the contract, COUNTY shall apply to CONTRACTOR'S

annual compensation, an adjusted service rate increase in the amount of the increase in the Consumer Price Index (CPI) for Urban Areas, which shall not exceed five percent (5%) per year. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, in the event that during the term of the contract COUNTY'S fiscal circumstances prevent the Los Angeles County Board of Supervisors from approving any increase in County employee salaries, CONTRACTOR shall likewise experience no Cost of Living Adjustment.

6.0 Contract Payment

The COUNTY shall pay CONTRACTOR upon approval of work order(s) and invoice(s) submitted subject to requirements of the COUNTY Auditor-Controller and provided that CONTRACTOR is not in default under any provision of this AGREEMENT.

7.0 Approval of Invoices and Work Orders

7.1 CONTRACTOR shall submit completed work orders and corresponding invoices monthly for off-site storage, retrieval and related services provided to the COUNTY under the terms of this AGREEMENT. The invoices shall be in a form approved by the COUNTY'S Contract Administrator and, at a minimum, shall clearly identify the specific service billed.

7.2 All invoices under this AGREEMENT shall be submitted no later than the 15th calendar day of the following month to:

Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 652
Los Angeles, California 90012
Attention: Diane Butler-Faulkner, Administrative Services

7.3 COUNTY shall make payments for services monthly in arrears after the billing statement has been approved by COUNTY's Contract Manager or designee.

7.4 CONTRACTOR shall note that COUNTY shall not pay interest or finance charges on any outstanding balance.

7.5 Invoices submitted without sufficient information will be denied payment and returned to CONTRACTOR.

8.0 Summary Reports

CONTRACTOR shall provide a Monthly Summary Report which shall be in a form approved by the COUNTY Contract Administrator or designee.

9.0 Non-Exclusive Contract

CONTRACTOR acknowledges that this is not an exclusive AGREEMENT. The COUNTY reserves the right to contract with others for the same or similar services.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed and executed, and attested by the Executive Officer thereof, and the CONTRACTOR has caused this Agreement to be signed by its duly authorized officer, this 22nd day of may, 2003.

COUNTY OF LOS ANGELES

GUARDIAN RECORDS
MANAGEMENT LLC

By _____
Chair, Board of Supervisors

By 
Sue Norton, Director

Attested: Violet Varona-Lukens
Executive Officer of
The Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

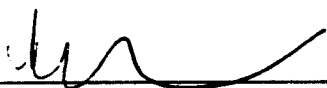
By: 
Deputy

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A

STATEMENT OF WORK

1.0 CONTRACTOR'S SPECIFIC TASKS

- 1.1 CONTRACTOR shall provide staff and vehicles for the initial pick-up and transfer of approximately 15,722 cartons from the County Counsel's present contract storage vendor, and the delivery of same to CONTRACTOR'S storage facility within the greater Los Angeles area for initial bar-coding, indexing and storage.
- 1.2 CONTRACTOR shall provide bar-coding and indexing of all contents of the approximately 15,722 cartons on a one-time basis. Completion of the transfer of County Counsel's approximately 15,722 cartons, initial bar-coding, indexing and storage of same shall not exceed five months from the effective contract date. CONTRACTOR shall index up to 50 cartons per month on an as-needed basis.
- 1.3 Indexing shall be completed by using up to four fields to complete the following information for each carton:
 - 1.3.1 If a case-file-
 - Carton number
 - Case name
 - Case number
 - Docket number
 - 1.3.2 If a non-case file -
 - Carton number
 - Attorney name or Division
 - Brief description of contents of box, (i.e. Accounting information, covering 6/99 through 12/99) Any other pertinent descriptive identifying information, if needed.
- 1.4 CONTRACTOR shall bar-code index and store on an as-needed basis a maximum of fifty new cartons per month, providing COUNTY with, at a minimum, a detailed list of the contents of all cartons stored and their local number.
- 1.5 CONTRACTOR shall store all bar-coded and indexed cartons in appropriate temperature controlled storage facility shelves at CONTRACTOR'S storage

facility in the greater Los Angeles area.

- 1.6 CONTRACTOR shall provide retrieval, pick-up and return services Monday through Friday as needed by the COUNTY. If requested to do so by COUNTY, CONTRACTOR shall: (a) retrieve a file or carton from CONTRACTOR's facility and deliver the file or carton to a COUNTY facility, and/or (b) pick-up/return a file or carton from a COUNTY facility, transport the file or carton to CONTRACTOR's facility, and perform bar-coding or indexing, as necessary. Unless otherwise specified as a "Rush" service, CONTRACTOR is to provide these retrieval, pick-up and return services the next business day following a COUNTY request for such services. If the COUNTY requests that these services be provided on a Rush basis, CONTRACTOR is to perform the service within a two hour period.
- 1.7 CONTRACTOR shall destroy upon written confirmation from COUNTY, a maximum of fifty cartons per month. CONTRACTOR shall follow established guidelines with respect to confidentiality at all times, including the handling during destruction of COUNTY documents.
- 1.8 CONTRACTOR shall provide COUNTY with transmittal slip detailing all requests delivered and returns taken at the regular delivery days of Monday through Friday.
- 1.9 CONTRACTOR shall provide COUNTY with access to CONTRACTOR's records database system.
- 1.10 CONTRACTOR shall train COUNTY staff at no additional cost to COUNTY with respect to CONTRACTOR's database. Training shall consist of, at a minimum, on-line accessing and updating of CONTRACTOR's records storage and retrieval database.
- 1.11 Except as otherwise provided, upon the expiration or termination of the proposed AGREEMENT, CONTRACTOR shall, at no cost to the COUNTY, provide COUNTY with a complete electronic database of COUNTY's files stored with CONTRACTOR. The database shall contain the indexing information required in this Part A and shall be on a media and in a form specified by COUNTY.

2.0 **CONTRACTOR'S RESPONSIBILITIES**

- 2.1 CONTRACTOR shall be responsible for providing competent support personnel. The personnel must have a neat appearance and professional demeanor. CONTRACTOR shall be responsible to fulfill the requirements of the AGREEMENT, and shall establish an effective management and organization structure.

- 2.2 CONTRACTOR shall have a minimum of three years experience in providing storage, retrieval and destruction services, including an Operations Manager with a minimum of three years paid experience providing management support in the area of storage and retrieval services.
- 2.3 CONTRACTOR's couriers must be fully licensed, insured and bonded.
- 2.4 CONTRACTOR must have established document and data security, and control procedures to ensure compliance with COUNTY requirements.
- 2.5 CONTRACTOR shall provide labor, facility, telephone services, utilities, equipment, vehicles, supplies and forms necessary to maintain control, confidentiality, and accountability of County Counsel records.
- 2.6 CONTRACTOR shall provide a proper environment for storing County Counsel records.

A. Temperature and Humidity

Office records stored at the CONTRACTOR's facility must be maintained in an environment which is temperature and humidity controlled. Temperature and humidity must be monitored and controlled by an automatic system at all times including weekends and holidays.

B. Environmental Contaminates

Air circulated into the CONTRACTOR's storage facility must be filtered to eliminate airborne contaminants such as dust, smoke, ash, and all caustic agents harmful to paper records.

C. Storage Cartons

CONTRACTOR shall provide sufficient storage cartons as requested, to protect and store County Counsel's records. Cartons provided by CONTRACTOR must be specifically designed for storage and protection of County Counsel records. Cartons shall be provided in unlimited quantities and on an as-needed basis upon request by COUNTY.

D. Fire Detection System

CONTRACTOR must provide smoke and heat detection systems at the CONTRACTOR'S storage facility, to alert staff to the presence of smoke, excessive heat, or combustible gasses. These systems must be monitored by CONTRACTOR'S staff 24 hours a day, 7 days per week,

including holidays. Also, these systems must automatically trigger fire suppression systems within the CONTRACTOR'S storage facility, if necessary.

E Fire Suppression Systems

CONTRACTOR must provide a suitable fire suppression system consistent with the storage of office records.

F. Input/Output Controls

CONTRACTOR must provide a means of accurately logging and locating all office records stored at the CONTRACTOR'S storage facility or returned to COUNTY'S facility(s).

- 2.7 CONTRACTOR must provide COUNTY access to its records stored at the CONTRACTOR'S facility, during COUNTY'S normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 2.8 CONTRACTOR'S personnel shall be expected to observe all applicable Cal-OSHA and COUNTY safety requirements while at COUNTY'S facility(s).
- 2.9 CONTRACTOR shall be responsible for the safety of equipment, material, and personnel under the CONTRACTOR'S jurisdiction during work hours.
- 2.10 CONTRACTOR'S storage site(s) must be located within the boundaries of the greater Los Angeles area.
- 2.11 CONTRACTOR must own or lease serviceable vehicles capable of transporting loads of cartons, five days a week. The serviceable vehicles must be in good running condition.
- 2.12 CONTRACTOR'S courier shall count the number of cartons to be picked up at COUNTY'S location, ascertain that the transmittal form reflects the same number of cartons, and transport the cartons to the CONTRACTOR'S storage facility.
- 2.13 CONTRACTOR is solely responsible for the safe and confidential storage of these records from pick-up/retrieval to delivery/return.
- 2.14 CONTRACTOR will provide County Counsel with unlimited retrieval requests on a monthly basis. Special Rush requests shall only be made by the COUNTY's Daily Operations Supervisor. CONTRACTOR is responsible, in these instances, for delivery of the records within two hours to a COUNTY location as directed by the COUNTY'S Daily Operations Supervisor. CONTRACTOR shall receive a signed receipt at that time, which includes acknowledgment of the time of delivery and the requested record(s) delivered.

3.0 **COUNTY'S RESPONSIBILITIES**

COUNTY will provide dedicated lines and modems for on-line access of CONTRACTOR'S records database system.

4.0 **HOURS OF OPERATION**

CONTRACTOR shall report to COUNTY'S Contract Manager or Daily Operations Supervisor and perform services during COUNTY'S normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

5.0 **COUNTY COUNSEL LOCATIONS**

CONTRACTOR shall provide the required services for the following locations:

Office of the Los Angeles County Counsel
Hahn Hall of Administration
500 W. Temple, Room 652
Los Angeles, CA 90012

Children's Services Division
Edmund D. Edelman Children's Court
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754

*COUNTY reserves the right to add to or delete from the location information above.

6.0 **CONTRACTOR'S LOCATION**

6.1 CONTRACTOR shall store COUNTY'S cartons at its storage location(s) within the greater Los Angeles area.

6.2 In the event that CONTRACTOR must relocate COUNTY'S record cartons, CONTRACTOR must notify COUNTY in writing at least 60 days prior. CONTRACTOR'S new location shall be subject to COUNTY'S approval.

7.0 **COSTS**

7.1 CONTRACTOR shall waive all charges for the initial indexing of COUNTY'S approximately 15,722 cartons.

7.2 CONTRACTOR'S monthly retainer fee shall include unlimited volume for the following services, as needed by the COUNTY:

- Storage of approximately 15,722 cartons
- Retrievals, return, and refiling services, Monday through Friday.
- A maximum of 8 "Rush" requests (service to be provided within a two hour period) per month

- A maximum of 70 regular requests for retrieval and delivery of files or cartons per month.
- A maximum of 50 pick-ups/returns of files or cartons per month.
- Destruction, upon written request, of a maximum of fifty cartons per month.

EXHIBIT B
STANDARD TERMS AND CONDITIONS

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1.0 TERMINATION

A. TERMINATION FOR COUNTY'S CONVENIENCE

1. Services performed under this AGREEMENT may be terminated in whole or in part at any time COUNTY deems that termination is in its best interest. COUNTY shall terminate services by delivering to CONTRACTOR a written Notice of Termination which specifies the extent to which services are terminated and the effective date.
2. After receiving a Termination Notice under this subsection, and, unless otherwise expressly directed by COUNTY, CONTRACTOR shall stop services on the date and to the extent specified in the Notice of Termination; and complete performance of services not terminated or suspended by the Notice.
3. After receiving a Notice of Termination, CONTRACTOR shall give COUNTY a Closing Report, as described herein, and shall submit final billing for terminated services no later than thirty calendar days from the effective termination date.
4. If CONTRACTOR fails to submit a final billing within the time allowed, COUNTY may determine, on the basis of information available, the amount, if any, to be paid to CONTRACTOR. COUNTY's determination shall be final.

B. TERMINATION FOR CONTRACTOR'S DEFAULT

1. COUNTY may, subject to the following provisions, by written notice of default to the CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:
 - 1.1 If the CONTRACTOR fails to perform the service within the time specified or any extension thereof; or

- 1.2 If the CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten calendar days (or such longer period as the COUNTY Counsel or his designee, may authorize in writing) after receipt of notice from COUNTY Counsel or his designee, specifying such failure.
2. In the event COUNTY terminates this AGREEMENT in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such a manner as the COUNTY may deem appropriate, services similar to those terminated, and the CONTRACTOR shall be liable to the COUNTY for any excess costs for such similar services.
 - 2.1 If, after notice of termination of this AGREEMENT under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to "Termination/or suspension for COUNTY's Convenience" above.

C. **TERMINATION FOR INSOLVENCY OF CONTRACTOR**

1. The COUNTY may cancel this AGREEMENT for default in the event of the occurrence of any of the following:
 - 1.1 **Insolvency of the CONTRACTOR** - CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
 - 1.2. Filing a voluntary petition for reorganization or bankruptcy, and relief from the automatic stay in bankruptcy is obtained;
 - 1.3. Appointment of a Receiver or Trustee for the CONTRACTOR;
 - 1.4. Execution by CONTRACTOR of an assignment for the benefit of creditors.
2. The remedies reserved to the COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

D. TERMINATION FOR NON-APPROPRIATION OF FUNDS

1. The COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this AGREEMENT.
2. All funds for payments after June 30th of the current fiscal year are subject to COUNTY's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this AGREEMENT extends into succeeding fiscal year periods, and if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. The COUNTY shall notify the CONTRACTOR in writing of such non-allocation at the earliest possible date.

E. TERMINATION FOR IMPROPER CONSIDERATION

1. COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of the AGREEMENT or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
2. CONTRACTOR shall immediately report any attempt by the COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

F. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 30.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", below, shall constitute a default by CONTRACTOR under this AGREEMENT. Without limiting the rights and remedies available to COUNTY under any other provision of this AGREEMENT, failure to cure such default within ninety (90) days' notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this AGREEMENT, pursuant to Section 1.0 B., "TERMINATION FOR CONTRACTOR'S DEFAULT".

2.0 CONTRACTOR'S SERVICES

CONTRACTOR shall perform the services at the times and in the manner set forth in Exhibit A, Statement of Work, which is attached and incorporated by this reference.

3.0 NOTICES

All written notices and reports required or permitted to be given under the terms of this AGREEMENT shall be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with first class prepaid postage at a United States Post Office or substation thereof, or in any public mailbox, addressed to the CONTRACTOR at its place of business, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Office of the County Counsel
Kenneth Hahn Hall of Administration, Room 652
500 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Brenda J. Washington
Systems and Programs

In the event of suspension or termination of the AGREEMENT, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR. The COUNTY'S Contract Manager is authorized to give notices required or permitted hereunder.

4.0 INDEPENDENT CONTRACTOR STATUS

4.1 This AGREEMENT is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent,

servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR.

- 4.2 The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this AGREEMENT are, for purposes of workers' compensation liability, employees solely of the CONTRACTOR and not of the COUNTY.
- 4.3 The CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed under this AGREEMENT.

5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with the CONTRACTOR's operations or its services hereunder, including any workers' compensation suits, liability or expense arising from or connected with services performed under this AGREEMENT.

6.0 GENERAL INSURANCE REQUIREMENTS

- 6.1 Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this AGREEMENT, the CONTRACTOR shall provide and maintain, and shall require all of its subs to maintain, the following programs of insurance specified in this AGREEMENT. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

- 6.2 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Diane Butler-Faulkner
Administrative Services
652 Hall of Administration - 500 West Temple Street
Los Angeles, California 90012

prior to commencing services under this AGREEMENT. Such certificates or other evidence shall

- Specifically identify this AGREEMENT;
- Clearly evidence all coverages required in this AGREEMENT;

- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this AGREEMENT; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

6.3 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

6.4 **Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the AGREEMENT upon which the COUNTY may immediately terminate or suspend this AGREEMENT. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

6.5 **Notification of Incidents, Claims or Suits,** CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this AGREEMENT which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this AGREEMENT.
 - Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Administrator.
 - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this AGREEMENT.
- 6.6 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this AGREEMENT, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
- 6.7 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all subcontractors performing services under this AGREEMENT meet the insurance requirements of this AGREEMENT by either:
- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
 - The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7.0 INSURANCE COVERAGE REQUIREMENTS

- 7.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 7.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned"

vehicles, or coverage for "any-auto".

- 7.3 Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and or which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.0 COUNTY LOBBYIST

CONTRACTOR certifies that each COUNTY lobbyist, as defined by Los Angeles COUNTY Code Section 2.160.010, retained (employed or used) by the CONTRACTOR, is in full compliance with Chapter 2.160 of the Los Angeles COUNTY Code.

9.0 COVENANT AGAINST CONTINGENT FEES

- 9.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee.
- 9.2 For breach or violation of this warranty, the COUNTY Counsel or his designee, shall have the right to terminate this AGREEMENT and, in his sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.0 GOVERNING LAWS/VENUE

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, and any action brought by either party on this AGREEMENT shall be brought before the Los Angeles COUNTY Central District Superior Courts.

11.0 COMPLIANCE WITH LAWS

- 11.1 The CONTRACTOR shall comply with all applicable federal, state and local

laws, rules, regulations, ordinances, guidelines or directives and all provisions required thereby to be included herein are hereby incorporated by reference.

- 11.2 The CONTRACTOR shall indemnify and hold COUNTY, its officers, employees and/or agents harmless from any loss, damage, liability or expense resulting from a violation on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, guidelines or directives.

12.0 CHANGES AND AMENDMENTS OF TERMS

- 12.1 COUNTY reserves the right to change any portion of the work required under this AGREEMENT, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:
- 12.2 For any change which does not affect the scope of work, period of performance, payments, or any other term or condition included under this AGREEMENT, a Change Notice shall be prepared and signed by the COUNTY Contract Administrator and CONTRACTOR's Contract Manager.
- 12.3 For any revision which affects the scope of work, period of performance, payments, or any term and condition included in this AGREEMENT, a negotiated modification to this AGREEMENT shall be executed by authorized officials of the COUNTY and CONTRACTOR.

13.0 DELEGATION AND ASSIGNMENT

CONTRACTOR shall not delegate its duties and/or assign its rights hereunder. Any attempted delegation and/or assignment shall be null and void.

14.0 SUBCONTRACTING

No performance of this AGREEMENT or any portion thereof shall be subcontracted by the CONTRACTOR, without the prior written consent of COUNTY.

15.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from the COUNTY Counsel, the CONTRACTOR shall allow the COUNTY Counsel specified representatives or authorized State or Federal agencies or any other duly authorized representative to have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by the CONTRACTOR for a period of five (5) years after completion of this AGREEMENT unless the COUNTY Counsel or his designee's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later. In the event that records are

located outside the COUNTY of Los Angeles, then CONTRACTOR shall pay the COUNTY for travel and per diem costs the COUNTY incurs when an inspection or audit is required.

16.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

16.1 CONTRACTOR shall repair, or cause to be repaired, at its own coat, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware o such damage, but in no event later than thirty (3) days after the occurrence.

16.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

17.0 WAIVER

No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of said provision or any other provision of This AGREEMENT. Failure of either party to enforce at any time, or from time to time, any provision of this AGREEMENT shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

18.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this AGREEMENT provide the same goods or services under similar quantity and delivery conditions of the State of California or any county, municipality, or district of the State at prices below those set forth in this AGREEMENT, then such lower prices shall be immediately extended to the COUNTY.

19.0 NONDISCRIMINATION IN EMPLOYMENT

19.1 CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, and in compliance with all applicable federal and state anti- discrimination laws and regulations.

19.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation and selection for training, including apprenticeship.

- 19.3 CONTRACTOR shall deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation.
- 19.4 CONTRACTOR shall allow COUNTY specified representatives access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 19.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate or suspend this AGREEMENT. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this AGREEMENT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated state or federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the discrimination provisions of this AGREEMENT.
- 19.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this AGREEMENT, COUNTY shall, at its option be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of canceling, terminating or suspending this AGREEMENT.

20.0 **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR hereby assures that it shall comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program or activity supported by this AGREEMENT.

21.0 **CONFLICT OF INTEREST**

- 21.1 CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in this AGREEMENT.

21.2 CONTRACTOR represents and warrants that it is aware of, and has read, Section 2.104.295 of the Los Angeles COUNTY Code, "Avoidance of Conflict of Interest", and that execution of this AGREEMENT between CONTRACTOR and COUNTY will not violate said Section.

21.3 Personnel provided to the COUNTY under this AGREEMENT shall have no incompatible outside employment.

22.0 CONFIDENTIALITY

22.1 CONTRACTOR shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, state and COUNTY laws, regulations, ordinances, guidelines and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT.

22.2 Selected off-site storage, retrieval and related services personnel shall acknowledge the application of the attorney-client privilege, shall be bound by the California State Bar Rules of Professional Conduct., and shall sign the Acknowledgment and Confidentiality Agreement form.

22.3 The obligations set forth hereunder shall survive the termination or expiration of this AGREEMENT.

23.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory(s) to this AGREEMENT is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this AGREEMENT have been accomplished.

24.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants it fully complies with all federal statutes and regulations regarding the employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers and employees from and against any

employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

25.0 RENEGOTIATION BECAUSE OF BUDGET REDUCTIONS

In the event that budget reductions occur in any fiscal year covered by this AGREEMENT that may cause the COUNTY to consider terminating the AGREEMENT the parties agree to attempt to renegotiate the terms of the AGREEMENT to reduce the cost thereof in lieu of cancellation under the termination provisions of the contract.

26.0 FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each sub contractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

27.0 EMPLOYEE SAFETY STANDARDS AND ACCIDENT PREVENTION

The CONTRACTOR shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this AGREEMENT. The CONTRACTOR shall ensure that employees are covered by an effective Injury and Illness Prevention Program.

28.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAY-OFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this AGREEMENT to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, former COUNTY employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this AGREEMENT.

29.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the CONTRACTOR require additional or replacement personnel after the effective date of this AGREEMENT, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates . The County will refer GAIN/GROW participants by job category to the CONTRACTOR. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority..

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

30.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Purchase Order or contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

30.2 As required by COUNTY's Child Support Compliance Program, COUNTY Code Chapter 2.200, and without limiting CONTRACTOR's duty under this AGREEMENT to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this AGREEMENT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act and the California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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31.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's "LA's Most Wanted: Delinquent Parents'" poster in a prominent position at CONTRACTOR's place of business. The Los Angeles COUNTY District Attorney will supply CONTRACTOR with the poster to be used.

32.0 DEBARMENT

- 32.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.
- 32.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, may debar the CONTRACTOR from bidding on COUNTY contracts for a specified time period not to exceed three years, and terminate any or all existing contracts that CONTRACTOR has with COUNTY.
- 32.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or

submitted a false claim against the COUNTY or any public entity.

- 32.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time for the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 32.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 32.7 These terms shall also apply to all subcontractors of COUNTY contractors.

33.0 COUNTY BASED ENTERPRISE (CBE) PARTICIPATION

Community Business Enterprise (CBE) as used throughout this document shall be construed to mean, and given the same weight and importance as, and shall be subject to all existing State and local ordinances applying to Minority/Women/Disadvantaged/Disabled Veteran Owned Business Enterprise (M/W/D/DVBE).

The COUNTY of Los Angeles strongly encourages the participation of CBE in every aspect of work, and has established a goal of 25% CBE% participation to which all proposers may aspire to meet. Participation in the work is based on total monetary value of the proposed AGREEMENT.

34.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S COMPLIANCE with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this AGREEMENT in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT in whole or in part or impose other penalties as specified in this AGREEMENT.

This AGREEMENT, and other relevant documents to be determined which are incorporated therein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this AGREEMENT.

35.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible in its performance under this AGREEMENT.

36.0 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this AGREEMENT and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

37.0 INTERPRETATION

No provision of this AGREEMENT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this AGREEMENT is to be construed as if drafted by both parties hereto.

38.0 DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

CONTRACTOR certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990.

39.0 NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this AGREEMENT. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY's right to recovery such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this AGREEMENT.

40.0 JURY SERVICE PROGRAM

40.1 This AGREEMENT is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

40.2 Written Employee Jury Service Policy.

- A. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full

time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the AGREEMENT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- C. If CONTRACTOR is not required to comply with the Jury Service Program when the AGREEMENT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “CONTRACTOR” or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the AGREEMENT and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “CONTRACTOR” and/or that CONTRACTOR continues to qualify for an exception to the Program.
- D. CONTRACTOR’s violation of this Section of the AGREEMENT may constitute a material breach of the AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the AGREEMENT and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

41.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Form C-9 of this Contract and is also available on the internet at www.babysafela.org for printing purposes.

42.0 **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO
THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

EXHIBIT C
REQUIRED FORMS FROM CONTRACTOR



**COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE
COMMUNITY BUSINESS ENTERPRISE PROGRAM**

APPLICATION FOR PARTICIPATION

It is the policy of the County of Los Angeles Board of Supervisors that minority, women, disadvantaged, and disabled veterans business enterprises be afforded the maximum opportunity to participate in the County's procurement program. To assist in this endeavor, the Board of Supervisors established the Community Business Enterprise (CBE) Program. To be eligible to participate in the County's CBE Program, a business must either be certified as a minority, women, disadvantaged, or disabled veterans business enterprise.

Why Participate in the County's CBE Program?

- An approved CBE will be included in the County's Directory of Certified Minority, Women, Disadvantaged, and Disabled Veterans Business Enterprises;
- A CBE certification is valid for a period of two years;
- CBE applicants who complete and return the Bidder's Mailing List Application will be included in the County's central vendors listing used by all County departments soliciting for bids (Attachment I); and
- An approved CBE is afforded networking opportunities with public and private contracting agencies.

Minority & Women Owned Business Enterprise Certification

The County of Los Angeles certifies only minority and/or women owned businesses which must meet the following eligibility criteria:

- Be a minority and/or a women owned business;
- Have at least 51% ownership in the business; and
- Manage and control the daily business operations.

Disadvantaged Business Enterprise (DBE) & Disabled Veterans Business Enterprise (DVBE) Participation

Although the County does not certify DBEs or DVBEs, the CBE program recognizes these businesses for program participation purposes. DBEs or DVBEs wishing to participate must be currently certified by another governmental certifying agency.

To request County of Los Angeles certification as a minority and/or a women owned business enterprise, or be recognized as a DBE or DVBE for CBE program participation, please complete the attached application and return it to:

County of Los Angeles
Office of Affirmative Action Compliance
Community Business Enterprise Program
500 West Temple Street, Room 780
Los Angeles, CA 90012

Please be advised that the County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit in accordance with Code of Federal Regulations (CFR) 49, Section 23, at any time during the certification process to verify any documentation submitted by the applicant.

For assistance regarding the application for participation, or questions concerning the Community Business Enterprise Program, please call (213) 974-0812.



COUNTY OF LOS ANGELES COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

ACKNOWLEDGMENT OF SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

A person or business shall not:

- a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a Community Business Enterprise, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women owned business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a Community Business Enterprise.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates the above shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
 3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor who uses the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

J. Martin
Applicant Signature

DIRECTOR
Title

GUARDIAN RECORDS MANAGEMENT LLC
Name of Firm

5-8-03
Date

D. List owners and their percentage of interest:

Name	Race/ Ethnicity	Gender M/F	% of Ownership	U.S. Citizen Yes/No
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

9. Is your firm currently certified as a MBE, WBE, DBE, DVBE or 8(A) by another public agency? (If yes, complete the following and attach proof of certification.) **SELF-CERTIFICATION IS NOT ACCEPTABLE.**

Agency _____	Exp. Date _____
Agency _____	Exp. Date _____
Agency _____	Exp. Date _____
Agency _____	Exp. Date _____

10. List the appropriate Standard Industrial Classification (SIC) Codes of goods and/or services provided by your firm. (Please refer to Attachment II to locate the applicable SIC codes.)

SIC: _____	SIC: _____
SIC: _____	SIC: _____
SIC: _____	SIC: _____
SIC: _____	SIC: _____

If your firm is submitting proof of certification by another agency, skip numbers 11 and 12 and go to signature block.

11. Attach a copy of documented evidence for each owner claiming minority and/or women owned status. Examples of acceptable evidence are: birth certificate and/or U.S. passport, as applicable. Owners who are not U.S. citizens must submit proof of legal permanent residence.
12. Attach a copy of the firm's current business license(s), permit(s), and/or certificate(s) as required to operate your business.

Note: Your application will be considered incomplete, if missing any of the required documents or signatures.

I/We, the undersigned swear that the foregoing statements are true and correct, and include all material information necessary to identify and explain the operations of _____
(Name of firm) and the ownership thereof.

Signature _____	Title _____
Print Name _____	Date _____



COUNTY OF LOS ANGELES COMMUNITY BUSINESS ENTERPRISE PROGRAM

APPLICATION FOR PARTICIPATION

First Time Certification ☐ Recertification ☐

Note: Indicate "N/A" if question is not applicable to your firm.

1. Name of Firm: _____

2. Type of participation requested: _____ Minority Business Enterprise (MBE)
_____ Women Business Enterprise (WBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Disabled Veterans Business Enterprise (DVBE)

3. Are you requesting certification by the County of Los Angeles as a MBE _____ and/or WBE _____?

Please answer the following:

A. Is the firm a minority and/or a women owned business? Yes _____ No _____
B. Is the firm at least 51% minority or women owned? Yes _____ No _____
C. Do you manage and control the daily business operations? Yes _____ No _____

4. Contact Person for the Firm: _____
Title: _____

5. Business Address: _____
(P.O. Box unacceptable)

6. Mailing Address: _____
(If different)

7. Telephone Number: () _____ Fax Number: () _____

8. Ownership Information:

A. Race/Ethnicity

☐ Black/African American ☐ Hispanic/Latino
☐ Asian or Pacific Islander ☐ American Indian or Alaskan Native
☐ Filipino American

B. Gender

☐ Male ☐ Female

C. Type of Ownership:

☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Non-Profit ☐ Franchise ☐ Other _____

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Contractor.

NAME	PHONE NUMBER
<u>Sue NORTON</u>	<u>(213) 745-3453</u>
<u>CHARLES PLOTKIN</u>	<u>(313) 745-3453</u>
<u>JERRY STEINARUM</u>	<u>(323) 930-2300</u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

D. Contractor acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Contractor understands that if it is determined by the County that the Contractor did participate as a consultant in this RFP process, the County shall reject this proposal.

GUARDIAN RECORDS MANAGEMENT LLC

Name of Firm

SUE NORTON

Print Name of Signer

DIRECTOR

Title

[Signature]

Signature

5-8-03

Date

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any quotes submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

SUE MORTON
GUARDIAN RECORDS MANAGEMENT LLC
Contractors Name

DIRECTOR
Contractor Official Title

S. Morton
Official's Signature

CONTRACTOR'S EEO CERTIFICATIONGUARDIAN RECORDS MANAGEMENT LLC

Company Name

2023 S. Union Avenue, Los Angeles, CA 90007

Address

95-3560404

Internal Revenue Service Employer identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
A. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
B. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
C. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
D. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	()

Signature

Sue Norton, Director

Date

5-8-03

Name and Title of Signer (please print)

EEO CERTIFICATION

C-5

**CONTRACT FOR
OFF-SITE STORAGE, RETRIEVAL
AND RELATED SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME
GUARDIAN RECORDS MANAGEMENT LLC

Contract No.

Employee Name

Sue Noctor

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The

C-5

County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Contractor Name GUARDIAN RECORDS MANAGEMENT Contract No. _____ Initials of Signer SN

Employee Name SUE NORTON

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE Sue Norton

DATE: 5/8/03

PRINTED NAME: Sue Norton

POSITION: DIRECTOR

EMPLOYEE BENEFITS**Medical Insurance/Health Plan:**

Employer Pays \$ 50% Employee Pays \$ 0% Total Mo. Premium \$ VARIES

Annual Deductible
Employee \$ VARIES Family \$ _____

Coverage (i)

- ☒ Hospital Care (In Patient _____ Out Patient _____)
- ☒ X-Ray and Laboratory
- ☒ Surgery
- ☒ Office Visits
- ☒ Pharmacy
- ☒ Maternity
- ☒ Mental Health/Chemical Dependency, In Patient
- ☒ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ 0 Employee Pays \$ 100% Total Mo. Premium \$ VARIES

Life Insurance:

Employer Pays \$ N/A Employee Pays \$ N/A Total Mo. Premium \$ N/A

Vacation:

Number of Days 12 and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days 3 and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days 10 per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal:

Contractor or Associated Member Name, if Contractor is an
Association: _____

Contractor or Associated Member Address: _____

Telephone: _____

FAX: _____

County Department Receiving Bid or Proposal:

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required.
Please sign and date the form below.

- I. ☒ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>
1.			[YES] [NO]
2.			[YES] [NO]
3.			[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____

Date: 5-8-03

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Sue Norton
(Print Name)

DIRECTOR
(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in Proposal) GUARDIAN RECORDS MANAGEMENT LLC, hereby submit this certification to the (County department) OFFICE OF THE LOS ANGELES COUNTY CLERK pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in Proposal or proposal) GUARDIAN RECORDS MANAGEMENT LLC an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) 2023 S. Union Ave. Los Angeles is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of May 2003 (Month and Year)
 at: Los Angeles, CA (City/State) (213) 745-3453 (Telephone No.)
 b [Signature] Director
 (Signature of a principal owner, an officer, or manager responsible for submission of the proposal to the County.)

Copy to: Child Support Services Department
 Special Projects
 P.O. Box 911009

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.